

Gold Trail Union School District



District Office
1575 Old Ranch Road
Placerville, CA 95667
1.530.626.3194
Fax 1.530.626.3199
Scott Lyons
Superintendent

Board of Trustees
Julie Bauer
President
Janet Barbieri
Clerk
Sue Hennike
Micah Howser
Daryl Lander

Sutter's Mill School (K-3)
4801 Luneman Road
Placerville, CA 95667
1.530.626.2591
Fax 1.530.626.3199
Scott Lyons
Superintendent/Principal

Gold Trail School (4-8)
889 Cold Springs Road
Placerville, CA 95667
1.530.626.2595
Fax 1.530.626.3289
Boyd Holler
Principal

An Equal Opportunity Employer

BOARD OF TRUSTEES

Special and Closed Session Meeting

Thursday, July 16, 2020

Gold Trail School

Agenda

On March 12, 2020, as part of a larger effort to address the COVID-19 outbreak, Governor Gavin Newsom issued an executive order allowing state and local legislative bodies to hold meetings via conference calls without violating the Brown Act. The public is invited to dial in using your phone.

United States: : +1 (408) 650-3113






Access Code: 542-546-797

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Scott Lyons, at (530) 626-3194 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

6:00 P.M.

OPENING BUSINESS

1. CALL TO ORDER

 J. Bauer, President
 J. Barbieri, Clerk
 S. Hennike, Member
 M. Howser, Member
 D. Lander, Member

2. PUBLIC SESSION

.1 Flag Salute

3. ACTION ITEM: Adoption of Agenda

The Board will review the agenda prior to adoption, taking this opportunity to re-sequence or table agenda topics.

4. OPEN HEARING

Members of the public are encouraged to address the Board concerning any item on the agenda either before or during the Board's consideration of the item. Under the Brown Act and open meeting laws, members of the public shall also be given an opportunity to address the Board on any item of interest that is not on the agenda but within the subject matter jurisdiction of the Board. Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. Members of the community may address the Board at this time. (*Education Code 35145.5, Government Code 54952/54954.3, Board Bylaw 9323*)

DISCUSSION ITEM

5. DISCUSSION ITEM: COVID-19 Update

S. Lyons, Superintendent, will discuss the current COVID-19 situation as it relates to the District, and recommendations for re-opening school for 2020-2021 school year.

6. DISCUSSION ITEM: Board Policy – COVID 19 Mitigation

The District receives from the California School Boards Association periodic updates of Policies, Regulations and Bylaws that reflect current law and court decisions. The following policy and regulation is brought forward with the California School Board Association's recommendations.

7. DISCUSSION ITEM: November 2020 School Board Election

J. Bauer, President, would like to discuss the upcoming School Board Election.

CONSENT

8. CONSENT ITEM

The items listed below are passed in one motion without discussion. Any item may be pulled from the Consent Agenda by the Board. *(BB 9322)*

.1 Meeting Minutes *(BB 9324)*

Regular Meeting of June 18, 2020

The Board will take action to approve the Minutes.

.2 Nonpublic, Nonsectarian School/Agency Services Master Contract: Growing Healthy Children 2020-21

The Board will approve the contract between Growing Healthy Children Therapy Services, Inc. and the Gold Trail Union School District for occupational and physical therapy services for the 2020-21 school year.

.3 Warrants *(BP 3314)*

The Board will take action to approve the expenditures.

ACTION ITEMS

9. ACTION ITEM: Resolution 2019-20:05-01 Corrected School Facility Fees: Adoption of School Facilities Fees:

The Board will take action to adopt the resolution.

CLOSED SESSION

10. CLOSED SESSION OPEN HEARING

Members of the public may take this opportunity to comment on Closed Session agenda items.

11. CLOSED SESSION

The Board will adjourn to Closed Session pursuant to Government Code 54957. Closed Session attendants: Board Members, superintendent

12. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE

Any action taken during Closed Session will be disclosed at this time. Public action necessitated by Closed Session deliberations will also be disclosed at this time.

ADVANCE PLANNING

13. FUTURE REGULAR MEETING SCHEDULE

Date: Thursday, August 13, 2020 Time: 6:00 p.m. Location: Gold Trail School Library

Agenda Items for that meeting may include but are not limited to:

Administrative Members to PAR (Annual)
Board Policies Administrative Regulations and Board Bylaws Updates
California Healthy Kids Survey Results (Prior Year) (Annual)
Classroom Teacher Assignments (Annual)
District Representatives to Employee Negotiations (Annual)
Food Services Report (Prior Year) (Annual)
NPS Services Contracts, if applicable
Williams Act Uniform Complaint Procedures Quarterly Report

Requests may be made at this time for items to be placed on a future agenda.

ADJOURNMENT

PUBLIC INSPECTION

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office, located in the Sutter's Mill School Administration building, 4801 Luneman Road, Placerville, California, during normal business hours. In addition, such writings and documents will be posted on the District's website, www.gtusd.org. Agendas will be posted at:

Gold Trail School

889 Cold Springs Road
Placerville, CA. 95667

Sutter's Mill School/District Office

4801 Luneman Road
Placerville, CA. 95667

www.gtusd.org

Agenda in addition to all supplemental information

District Vision

Our vision is to create and maintain an environment where every child receives a high quality education and comes to school feeling safe, cared for and optimistic about his or her ability to learn. (Board Bylaw 9322)

Goals

- Provide academic programs that will lead to high achievement.
- Find creative ways to allow for a more enriched and broad educational experience.
- Provide a physically and emotionally safe environment for the school community.
- Ensure the long term financial stability of the District.
- Maintain and continually update technology systems that access and encourage use by staff, students and community. (Board Bylaw 9322)

Adopted December 2018

AGENDA ITEM






Opening Business

On March 12, 2020, as part of a larger effort to address the COVID-19 outbreak, Governor Gavin Newsom issued an executive order allowing state and local legislative bodies to hold meetings via conference calls without violating the Brown Act. The public is invited to dial in using your phone.

United States : +1 (408) 650-3113

Access Code: 542-546-797

1.0 CALL TO ORDER

-  J. Bauer, President
-  J. Barbieri, Clerk
-  S. Hennike, Member
-  M. Howser, Member
-  D. Lander, Member

2.0 PUBLIC SESSION

.1 Flag Salute

3.0 ACTION ITEM: Adoption of Agenda

This item is provided as an opportunity for trustees, through consensus, to re-sequence or table agenda topics.

ACTION		<i>Moved</i>			<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>					
<i>Voted Aye</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>
<i>Voted Nay</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>
<i>Abstained</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>
<i>Absent</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>

4.0 OPEN HEARING

(*Education Code 35145.5, Government Code 54954.3, Board Bylaw 9323*)

President script:

Members of the public are encouraged to address the Board concerning any item on the agenda either before or during the Board's consideration of the item. Under the Brown Act and open meeting laws, members of the public shall also be given an opportunity to address the Board on any item of interest that is not on the agenda but within the subject matter jurisdiction of the Board.

Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. Members of the community may address the Board at this time.

Would any member of the audience like to address the Board? Signing in is not necessary.

DISCUSSION ITEMS

- 5.0 DISCUSSION ITEM: COVID-19 Update**
S. Lyons, Superintendent, will discuss the current COVID-19 situation as it relates to the District

ATTACHMENTS
➤ None

NOTES

6.0 DISCUSSION ITEM: Board Policy – COVID 19 Mitigation

The District receives from the California School Boards Association periodic updates of Policies, Regulations and Bylaws that reflect current law and court decisions. The following policy and regulation is brought forward with the California School Board Association's recommendations.

ATTACHMENTS

- **BP 0470 – COVID-19 Mitigation**

NOTES

COVID-19 MITIGATION PLAN

The following policy establishes actions that will be taken by the district to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing district policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal, state, or local order may conflict with this policy, the order shall govern.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

(cf. 5141.22 - Infectious Diseases)

(cf. 9310 - Board Policies)

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

The Board recognizes that students and staff have the right to a safe campus that protects their physical and psychological health and well-being. School campuses shall only be open when deemed safe for in-person instruction. The Board's decision to reopen school campuses for classes, before or after school programs, child care centers, and/or preschool programs shall be made in consultation with state and local health officials, the county office of education, and neighboring school districts. The district shall evaluate its capacity to implement safety precautions and to conduct full or partial school operations, and shall consider student, parent/guardian, and community input.

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Prior to the return to on-campus teaching and learning, the Superintendent or designee shall provide to students, parents/guardians, and staff current information about COVID-19, including its symptoms, how it is transmitted, how to prevent transmission, the current recommendations from the state and local departments of public health, and any other information and/or resources to prepare for a safe return to on-campus teaching and learning. The Superintendent or designee shall also provide information on the processes and protocols the district will follow to minimize the health risks associated with COVID-19, including, but not limited to, physically separating individuals (social distancing), limits on large gatherings, the provision of personal protective equipment (PPE) such as masks and gloves, and the sanitization of facilities.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6020 - Parent Involvement)

COVID-19 MITIGATION PLAN (continued)

Student Support

The Board recognizes that the consequences of the COVID-19 pandemic, including fear for one's safety, the economic crisis, the loss of school-based relationships, and disruptions in student learning, impact all students but may have a disproportionate effect on the youngest students, students with disabilities, those students most vulnerable to basic needs insecurity or child abuse and neglect, and other at-risk students.

(cf. 0415- Equity)

As school campuses reopen, staff shall provide a caring and nurturing educational environment for students. The district may provide instruction on social-emotional well-being to all students, including information on how to deal with stress and anxiety in healthy ways and the importance of emotional well-being for academic success.

(cf. 6142.8 - Comprehensive Health Education)

Staff shall pay careful attention to students' increased mental health concerns. Counseling, other support services, and/or referrals to other agencies shall be available to assist students in dealing with the social and emotional effects of COVID-19, such as stress, anxiety, depression, grief, social isolation, and post-traumatic stress disorder.

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

As needed, the district may provide referrals of students and families to basic needs assistance or social services, and may assess students for eligibility for the free and reduced-price meal program or assistance under the McKinney-Vento Homeless Assistance Act.

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall ensure that staff understand their obligations as mandated reporters to report suspected child abuse or neglect, regardless of whether the student is on campus or participating in distance learning.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

The Superintendent or designee may provide information to staff and parents/guardians regarding how to provide mental health support to students. The Superintendent or designee may also provide counseling to staff who are experiencing emotional difficulties as a result of COVID-19.

COVID-19 MITIGATION PLAN (continued)

Instruction/Schedules

The district shall offer a combination of on-campus instruction and distance learning to meet the needs of all students.

(cf. 6157 - Distance Learning)

(cf. 6158 - Independent Study)

The Superintendent or designee shall work with school principals, teachers, other staff, students, and parents/guardians to recommend to the Board a schedule of on-campus instruction for each school. If all students cannot attend on-campus instruction for the entire school day due to space limitations as a result of social distancing requirements, the Superintendent or designee shall consider arrangements for rotating groups of students, such as on a daily or weekly basis, and/or shall provide on-campus instruction to students with the greatest need for in-person supervision.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

Priority for on-campus instruction shall be given to the lowest performing students, students with disabilities, elementary level students, students at risk of child abuse and neglect, homeless students, foster youth, and English learners. To the extent practicable, the district shall also consider the needs of essential workers, as designated in the Governor's executive orders, for child care during normal school hours.

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

On-campus instruction may be prioritized for subjects that are difficult to deliver through distance learning, such as laboratory science, art, or career technical education.

For distance learning, lessons may be delivered through live video sessions, pre-recorded lectures, or other technology-based distance learning platforms and/or the district may supplement on-campus instruction with home assignments. As much as possible, distance learning shall be provided through small-group synchronous learning.

Appropriate training shall be provided to teachers and other instructional staff involved in distance learning, including training on how to use any technology or platform approved for distance learning by the school and opportunities for the sharing of best practices among instructional staff. Available training resources may also be provided to students and parents/guardians when necessary.

COVID-19 MITIGATION PLAN (continued)

Evaluation of Academic Progress Following Campus Closure

Upon return to on-campus instruction following an extended campus closure, the Superintendent or designee shall evaluate the impact of the campus closure on students' academic progress. Such evaluation may:

1. Address student-specific needs arising from the transition back into on-campus instruction
2. Consider whether or not a student has experienced a regression of skills and/or lack of progress
3. If regression and/or a lack of progress is present, identify opportunities for recovery, including supplemental educational services and/or new or different support services

(cf. 6179 - Supplemental Instruction)

For students with disabilities, the evaluation of academic progress shall also be used to determine whether an additional or revised individualized education program (IEP) or Section 504 plan is needed for the student to be academically successful when returning to on-campus instruction. The Superintendent or designee may prioritize urgent student need in scheduling initial and triennial assessments and annual IEP meetings. The Superintendent or designee shall ensure district compliance with all procedural timelines for IEPs and Section 504 plans as required, unless amended by executive order.

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

Grading

For each grading period, student progress shall be reported in accordance with BP/AR 5121 - Grades/Evaluation of Student Achievement. However, in the event that school campuses are closed for an extended period of time during any grading period, the Board may, upon recommendation by the Superintendent or designee, adopt one or more alternative grading policies which may vary by grade level or type of course. Options for such grading include, but are not limited to:

1. Assignment of final grades based on the student's grades when the campus shutdown occurred, with opportunities to increase the final grade based on progress through distance learning or other assignments and assessments
2. Assignment of pass/no pass grades for all courses

COVID-19 MITIGATION PLAN (continued)

3. Grading based on students' understanding of applicable course content through assessments, projects, portfolios, or other appropriate means

(cf. 5121 - Grades/Evaluation of Student Achievement)

Health Screening of Students

To the extent feasible, students shall be screened for COVID-19 symptoms before boarding a school bus and/or upon arrival at school each day. The Superintendent or designee shall work with local health officials to determine the appropriate means of screening, which may include temperature checks with a no-touch thermometer.

If the screening indicates a fever or other COVID-19 symptoms, or if the student exhibits symptoms at any time during the school day, the student shall be placed in a supervised isolation area until the student's parent/guardian is contacted and the student can be transported home or to a health care facility. School staff may provide the parent/guardian with referrals to school or community health centers for further testing.

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - School Health Services)

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students following the reopening of school campuses. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or lives with someone who has been diagnosed with COVID-19 to stay home in accordance with state and local health directives so as to curtail the spread of the disease.

Students who are infected with COVID-19 shall be excluded from on-campus instruction until a medical provider states in writing that the student is no longer contagious. (Education Code 49451; Health and Safety Code 120230; 5 CCR 202)

Students who are identified as being in a high-risk population for serious complications from COVID-19 because of a medical condition may request assessment and accommodations under Section 504 and/or an alternative instructional method that allows the student to continue receiving instruction off campus.

When a student is absent, the student's parent/guardian shall notify the school of the reason for the absence. A physician's verification of a student's illness or quarantine may be submitted, but is not required.

COVID-19 MITIGATION PLAN (continued)

(cf. 5113 - Absences and Excuses)

If a student would otherwise be required to attend on-campus instruction but is kept home by the parents/guardians due to concerns for the welfare of their child, the principal or designee shall work with the student and parent/guardian to find alternative means of instruction, which may include distance or blended learning, independent study, printed class assignments, or other reasonable means.

(cf. 6154 - Homework/Makeup Work)

The Superintendent or designee shall maintain enrollment and student attendance data, including the participation of students in distance learning, and shall report data in accordance with state requirements.

The district employee designated as the attendance supervisor pursuant to Education Code 48240 shall track patterns of student absence throughout the district and regularly report such information to the Superintendent. When a student who is participating in distance learning repeatedly fails to check in with the teacher when required, the teacher and/or attendance supervisor shall attempt to contact the student or parent/guardian to resolve the issues leading to the absence.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)

Social Distancing

In order to maintain a campus environment that allows for social distancing, the district shall assess the capacity of school facilities, including classrooms, cafeterias, multi-purpose rooms, gyms, and outdoor areas, and determine the means by which the facilities can best be utilized considering space and time alternatives. To the extent reasonably possible, the district may:

1. Within classrooms, space desks at least six feet apart and position them in a way that limits students facing each other
2. Stagger students in areas of high traffic, such as when students are using lockers, lining up for class, or passing between classes
3. Mark six-foot boundaries within classrooms, common areas, outdoor spaces, and places where students are likely to gather so that students and staff are more readily aware of and can more easily abide by social distancing requirements

COVID-19 MITIGATION PLAN (continued)

4. Utilize restroom stalls and sinks in a manner that allows for social distancing, such as limiting the number of students and/or staff who may use the restroom at a time, blocking off every other stall or sink from use, and/or marking six-foot boundaries
5. Minimize the mixing of students from different classrooms in common spaces, such as in cafeterias and libraries
6. Conduct recess and physical education classes in a manner that allows for social distancing and minimizes the use of physical education equipment
7. Assess the capacity of school buses and develop a plan for bus routes and bus seating consistent with social distancing objectives

(cf. 3540 - Transportation)

(cf. 3543 - Transportation Safety and Emergencies)

8. Encourage students to walk, bicycle, or travel by private vehicle to reduce the number of students traveling on school buses. Schools may provide designated areas with proper distancing for bicycles to be stored during the school day, and may mark spaces for private vehicle drop-off and pick-up zones.

(cf. 5142.2 - Safe Routes to School Program)

Large gatherings, such as assemblies, rallies, field trips, extracurricular activities, and athletic events, shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may grant an exception if an activity can be arranged to take place in phases or per class, or modified in a manner that would keep participants from violating social distancing recommendations. When deciding whether an activity may resume, the Superintendent or designee may consider the size of the group that participates, the extent to which the students and other attendees have physical contact, whether the activity can be modified to avoid physical contact, if shared equipment is required for the activity, and if social distancing can be maintained.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

Personal Protective Equipment and Hygiene Practices

The Board encourages students, staff, and visitors to wear PPE while on school campuses or school buses, especially in high-traffic areas and/or when social distancing is not possible. If

COVID-19 MITIGATION PLAN (continued)

the use of PPE in schools is required by state or local health officials, the district shall provide PPE to students and staff who do not bring their own personal PPE. Students and staff shall be provided instruction in the proper use, removal, disposal, and cleaning of PPE.

Face coverings shall not be required for children younger than two years, or for anyone who has trouble breathing or is incapacitated or otherwise unable to remove the covering without assistance. Reasonable accommodations shall be made for anyone who is unable to wear a face covering for medical reasons.

The Board also encourages students and staff to practice good hygiene, such as appropriate covering of coughs and sneezes and regular hand washing of at least 20 seconds, including before eating and after blowing one's nose, coughing, or sneezing. The district shall provide adequate time and opportunity for students to wash hands, and shall make hand sanitizer available in areas where handwashing is less accessible. Signage regarding healthy hygiene practices and how to stop the spread of COVID-19 may be posted in and around school facilities.

Sanitization of Facilities and Equipment

School facilities, school buses, and shared equipment such as desks, tables, sports/playground equipment, computers, door handles, light switches, and other frequently used equipment and supplies shall be cleaned and disinfected daily with appropriate cleaning agents. Disinfectants and cleaning agents shall be stored properly and in a manner not accessible to students.

(cf. 3510 - Green School Operations)

(cf. 3514.1 - Hazardous Substances)

(cf. 4157/4257/4357 - Employee Safety)

The Superintendent or designee shall ensure that ventilation systems are operating properly and that air flow and ventilation within district facilities is increased, to the extent possible, by opening windows and doors and using fans and air conditioning. Garbage shall be removed daily and disposed of safely.

Food Services

The Superintendent or designee shall ensure that students have access to clean drinking water other than through a drinking fountain, and food which is procured, stored, and served in a manner that reduces the likelihood of COVID-19 transmission and follows state and national guidelines for nutrition.

(cf. 3550 - Food Service/Child Nutrition Program)

COVID-19 MITIGATION PLAN (continued)

For meals that are consumed on school grounds, the Superintendent or designee shall ensure that students will be able to maintain proper social distancing while eating. In order to do so, the Superintendent or designee may consider the consumption of meals in classrooms, gyms, the outdoors, and/or other district grounds.

Meal service shall also be available to students participating in distance learning, which may include and/or entirely consist of a "grab and go" service or delivery.

Due to the changing financial circumstances of many families as a result of COVID-19, the Superintendent or designee shall regularly provide information to students and parents/guardians regarding the free and reduced-price meal program, eligibility, and how to apply for the program.

(cf. 3553 - Free and Reduced Price Meals)

Staff

Prior to reopening campuses, the Superintendent or designee shall review staff assignments and, upon request, may reassign employees to reduce exposure to the virus, especially for high-risk staff. When feasible for the position, employees may be granted a remote work assignment.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4113 - Assignment)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

(cf. 4113.5/4213.5/4313.5 - Working Remotely)

In the event that employees are unable to perform their duties due to partial or full closure of campuses, the Board shall compensate employees as permitted by law.

(cf. 4151/4251/4351 - Employee Compensation)

Any employee who contracts the virus, shows symptoms of possible infection, or is caring for someone who has been diagnosed with the virus shall self-quarantine for the period of time recommended by health authorities in order to prevent the spread of the disease to students or other staff.

An employee may use personal illness and injury leave and/or family care and medical leave, as applicable, if the employee is unable to work or telework because the employee is ill or needs to take care of a spouse, parent/guardian, or child with COVID-19 or other serious health condition. (Education Code 44978, 45191; Government Code 12945.1-12945.2; Labor Code 245-249; 29 USC 2601-2654)

COVID-19 MITIGATION PLAN (continued)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Until December 31, 2020, an eligible employee may take paid sick leave for up to 80 hours, or the number of hours that a part-time employee works on average over a two-week period, if the employee is unable to work or telework because the employee is: (29 USC 2601)

1. Subject to a federal, state, or local quarantine or isolation order related to COVID-19
2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19
3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis
4. Caring for an individual who is subject to a federal, state, or local quarantine or isolation order or has been advised by a health care provider to self-quarantine
5. Caring for the employee's child whose school or child care provider is closed or unavailable for reasons related to COVID-19
6. Experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services

Employees shall be paid their regular rate of pay for leave taken pursuant to items #1-3 above, or two-thirds their regular rate of pay for leave taken pursuant to items #4-6 above, within the limits specified in law. (29 USC 2601)

For the purpose specified in item #5 above, eligible employees who have been employed by the district for at least 30 calendar days shall be granted extended leave for up to 12 work weeks upon request. The first 10 days of such leave shall be unpaid unless the employee uses accrued vacation leave, personal leave, sick leave, or paid sick leave granted pursuant to 29 USC 2601. After the first 10 days, the district shall pay not less than two-thirds of the employee's regular pay for the number of hours per week the employee normally works, with a maximum of \$200 per day and \$10,000 for the total period. Eligibility for extended leave for this purpose is subject to the employee's eligibility for leave pursuant to the Family and Medical Leave Act. (29 USC 2601, 2620)

The district shall post, in conspicuous places where employee notices are customarily posted, a notice prepared by the U.S. Department of Labor regarding the requirements of 29 USC 2601 and 2620. (29 USC 2601)

COVID-19 MITIGATION PLAN (continued)

Follow-Up with Infected Persons/Contact Tracing

The Superintendent or designee shall work with county health officials to track confirmed cases of students and staff with COVID-19, including, but not limited to, following up with students, their parents/guardians, and staff who exhibit symptoms while at school and those who report an absence or miss work due to illness. The Superintendent or designee shall report confirmed cases to local health authorities.

If a student, family member of a student, or staff member has tested positive for COVID-19, the district shall assist local health officials in conducting contact-tracing to identify potentially exposed individuals and ask them to self-quarantine, which may include not participating in on-campus instruction. While maintaining the privacy of the infected person, the district shall inform other students and staff with whom the infected person may have had contact in school.

Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff. (Education Code 49450)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on COVID status, exposure, or high-risk status.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

Community Relations

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding district operations, school schedules, and steps the district is taking to promote the health and safety of students. In

COVID-19 MITIGATION PLAN (continued)

addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 9010 - Public Statements)

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for keeping students, staff, and visitors safe during the COVID-19 state of emergency. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

While the Board recognizes the rights of parents/guardians to participate in the education of their children and the critical importance of parental involvement in the educational process, all visitors and volunteers are encouraged to respect guidelines regarding social distancing and large gatherings. School visitors and volunteers shall be limited in number and expected to observe all district protocols for COVID-19. The Superintendent or designee may place signage around the school advising that visitors and volunteers may be required to use PPE while on school sites and interacting with school personnel, and may keep a supply of such equipment available for their use.

(cf. 1240 - Volunteer Assistance)

(cf. 1250 - Visitors/Outsiders)

Use of school facilities by persons or organizations for community purposes involving large gatherings shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may only grant an exception if the number of participants in the activity will be limited and the person or organization follows the processes and protocols established by the district to minimize the health risks associated with COVID-19.

(cf. 1330 - Use of School Facilities)

Potential Reclosure of Campus

The district shall monitor student and staff absences and data provided by local health officials to determine if there is a risk of resurgence of COVID-19 and a need to reclose

COVID-19 MITIGATION PLAN (continued)

school campuses for the protection of students, staff, and the community. The Superintendent or designee shall develop plans and procedures for alternative methods of operations to the extent possible in the event that reclosure becomes necessary.

If any person diagnosed with COVID-19 is known to have been in district building(s), the Superintendent or designee shall immediately notify local health officials to determine a course of action. The building should be closed until cleaning and disinfecting of the building can be completed and the district can consult with local health officials to determine, based on up-to-date information about the specific cases in the community, whether an extended closure is needed to stop or slow further spread of COVID-19.

If local health officials report that there has been no community transmission of COVID-19, or minimal to moderate transmission in the community, school campuses may not necessarily be closed, but the district shall continue to take all preventative measures described in this policy.

If local health officials report substantial community transmission of COVID-19, campus closures of more than two weeks may be necessary, and the Superintendent or designee shall cancel group activities and events during that period. Campuses shall not reopen until recommended by local health officials.

Legal Reference: (see next page)

COVID-19 MITIGATION PLAN (continued)

Legal Reference:

EDUCATION CODE

44978 Sick leave for certificated employees

45191 Leave of absence for illness and injury, classified employees

48205 Excused absences

48213 Prior parent notification of exclusion; exemption

48240 Supervisors of attendance

49451 Exemption from physical exam; exclusion from attendance

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12945.1-12945.2 California Family Rights Act

HEALTH AND SAFETY CODE

120230 Exclusion from attendance

LABOR CODE

245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 2

11087-11098 California Family Rights Act

CODE OF REGULATIONS, TITLE 5

202 Exclusion from attendance

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended, especially:

2601 Paid sick leave

2620 Public health emergency leave

UNITED STATES CODE, TITLE 42

1760 Note National School Lunch program waivers addressing COVID-19

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

Management Resources: (see next page)

COVID-19 MITIGATION PLAN (continued)

Management Resources:

CSBA PUBLICATIONS

Sample School Board Resolution on Grading During Emergency School Closures

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs for 2019 Novel Coronavirus

FAQs on Grading and Graduation Requirements

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

CDPH Guidance for the Prevention of COVID-19 Transmission for Gathering, March 16, 2020

School Guidance on Novel Coronavirus or COVID-19, March 7, 2020

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Considerations for Schools, rev. May 19, 2020

Interim Guidance for Schools and Day Camps, May 2020

Interim Guidance for Administrators of U.S. K-12 Schools and Child Care Programs to Plan, Prepare, and Respond to Coronavirus Disease 2019 (COVID-19), March 25, 2020

OFFICE OF THE GOVERNOR PUBLICATIONS

Executive Order N-30-20, March 17, 2020

Executive Order N-26-20, March 13, 2020

OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) Due to Loss of Operations, Memorandum M-20-17, March 19, 2020

U.S. DEPARTMENT OF LABOR POSTERS

Employee Rights: Paid Sick Leave and Expanded Family and Medical Leave Under the Families First Coronavirus Response Act

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Department of Public Health: <https://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <https://www.cdc.gov/coronavirus/2019-ncov>

Office of the Governor: <https://www.gov.ca.gov>

Office of Management and Budget: <https://www.whitehouse.gov/omb>

U.S. Department of Labor: <https://www.dol.gov>

World Health Organization: <https://www.who.int>

7.0 DISCUSSION ITEM: November 2020 School Board Election

J. Bauer, President, would like to discuss the upcoming School Board Election.

ATTACHMENTS

- **BB 9220**
- **BB 9223**
- **Notice to Public**

NOTES

**Gold Trail Union School District
Board Bylaw 9220
Governing Board Elections**

Board Member Qualifications

Any person is eligible to be a member of the Board of Trustees, without further qualifications, if he/she is 18 years of age or older, a citizen of California, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when he/she has been granted a pardon in accordance with law. (Education Code [35107](#); Elections Code [20](#))

A district employee elected to the Board shall resign his/her employment before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code [35107](#))

(cf. [9224](#) - Oath of Affirmation)

(cf. [9270](#) - Conflict of Interest)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

(cf. [9230](#) - Orientation)

(cf. [9240](#) - Board Training)

Consolidation of Elections

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code [1302](#).

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. The district shall move its election to the next state statewide election date, unless the Board has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code [10404.5](#))

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election.
(Elections Code [10404.5](#))

(cf. [9110](#) - Terms of Office)

Elections Process and Procedures

Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.

To ensure ongoing compliance with the California Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

If the Board determines that a change is necessary, it shall hold public hearings in accordance with Elections Code 10100 before adopting a resolution at an open meeting specifying the change(s), and shall, in accordance with Education Code [5019](#), obtain approval from the county committee on school district organization having jurisdiction over the district.

(cf. [9320](#) - Meetings and Notices)

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code [35107](#) without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code [20440](#).

(cf. [0410](#) - Nondiscrimination in District Programs and Activities)

(cf. [9005](#) - Governance Standards)

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code [10509](#))

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code [13307](#)

(cf. [9223](#) - Filling Vacancies)

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code [13307](#))

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code [13307](#). As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code [13307](#).

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code [5016](#))

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office, county board of education

5000-5033 Elections

5220-5231 Elections

5300-5304 General provisions (conduct of elections)

5320-5329 Order and call of elections

5340-5345 Consolidation of elections

5360-5363 Election notice

5380 Compensation (of election officer)

5390 Qualifications of voters

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions

7054 Use of district property

35107 Eligibility; school district employees

35177 Campaign expenditures or contributions

35239 Compensation of governing board member of districts with less than 70 ADA

ELECTIONS CODE

20 Public office eligibility

1302 Local elections, school district election

2201 Grounds for cancellation

4000-4008 Elections conducted wholly by mail

10010 District boundaries

10400-10418 Consolidation of elections

10509 Notice of election by secretary

10600-10604 School district elections

13307 Candidate's statement

13308 Candidate's statement contents

13309 Candidate's statement, indigence

14025-14032 California Voting Rights Act

14050-14057 California Voter Participation Rights Act

20440 Code of Fair Campaign Practices

GOVERNMENT CODE

1021 Conviction of crime

1097 Illegal participation in public contract

12940 Nondiscrimination, Fair Employment and Housing Act

81000-91014 Political Reform Act

PENAL CODE

68 Bribes

74 Acceptance of gratuity

424 Embezzlement and falsification of accounts by public officers

661 Removal for neglect or violation of official duty

CALIFORNIA CONSTITUTION

Article 2, Section 2 Voters, qualifications

Article 7, Section 7 Conflicting offices

Article 7, Section 8 Disqualification from office

UNITED STATES CODE, TITLE 52

10301-10508 Voting Rights Act

COURT DECISIONS

Rey v. Madera Unified School District, (2012) 203 Cal. App. 4th 1223

Randall v. Sorrell, (2006) 126 S.Ct. 2479

Sanchez v. City of Modesto, (2006) 145 Cal. App. 4th 660

Dusch v. Davis, (1967) 387 U.S. 112

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 49 (2002)

83 Ops.Cal.Atty.Gen. 181 (2000)

81 Ops.Cal.Atty.Gen. 94 (1998)

69 Ops.Cal.Atty.Gen. 290 (1986)

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017

WEB SITES

CSBA: <http://www.csba.org>

California Secretary of State's Office: <http://www.sos.ca.gov>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute for Local Self Government: <http://www.ca-ilg.org>

Bylaw GOLD TRAIL UNION SCHOOL DISTRICT

adopted: October 12, 2017 Placerville, California

Gold Trail Union School District
Board Bylaw 9223
Filling a Vacancy

Events Causing a Vacancy

A vacancy on the Board of Trustees may occur for any of the following events:

1. The death of an incumbent (Government Code [1770](#))
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code [1770](#))
3. A Board member's resignation (Government Code [1770](#))

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code [5090](#), [5091](#))

4. A Board member's removal from office, including by recall (Elections Code [11384](#); Government Code [1770](#))

5. A Board member's ceasing to be a resident of the district (Government Code [1770](#))

6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code [1064](#), [1770](#))

- a. Upon district business with the approval of the Board
- b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

- c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business

and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code [1770](#))

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code [1770](#), [3000-3003](#))

9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code [1770](#))

(cf. [9224](#) - Oath or Affirmation)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code [1770](#))

11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code [1770](#))

12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code [1770](#))

13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code [5090](#), [5326](#), [5328](#))

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code [5093](#))

2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code [5091](#), [5093](#))

3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code [5093](#))

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code [35107](#).

(cf. [9220](#) - Governing Board Elections)

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

(cf. [9130](#) - Board Committees)

(cf. [9323.2](#) - Actions by the Board)

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code [6061](#) and posted in at least three public places within the district. (Education Code [5092](#))

The notice shall contain: (Education Code [5092](#))

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code [5091](#) is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code [5091](#))

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code [5328](#))

(cf. [9100](#) - Organization)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment.
(Education Code [5328.5](#))

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Legal Reference:

EDUCATION CODE

[5000-5033](#) Elections

[5090-5095](#) Vacancies

[5200-5208](#) Districts governed by boards of education

[5300-5304](#) Elections

[5320-5329](#) Order and call of election

[5340-5345](#) Consolidation of elections

[5360-5363](#) Election notice

[5420-5426](#) Cost of elections

[5440-5442](#) Miscellaneous provisions, elections

[35107](#) Eligibility of board members

[35178](#) Resignation with deferred effective date

ELECTIONS CODE

[10600-10604](#) School district elections

[11381-11386](#) Candidates for recall

GOVERNMENT CODE

[1064](#) Absence from state

[1770](#) Vacancies: definition

[3000-3003](#) Forfeiture of office

[3060-3075](#) Removal other than by impeachment

[6061](#) One time notice

[54950-54963](#) The Ralph M. Brown Act

PENAL CODE

88 Bribery, forfeiture from office

UNITED STATES CODE, TITLE 18

704 Military medals or decorations

ATTORNEY GENERAL OPINIONS

58 Ops.Cal.Atty.Gen. 888 (1975)

Management Resources:

CSBA PUBLICATIONS

Filling a Board Vacancy, rev. December 2010

WEB SITES

CSBA: <http://www.csba.org>

California State Attorney General's Office, Quo Warranto

Applications: http://ag.ca.gov/opinions/quo_warranto.php

Bylaw GOLD TRAIL UNION SCHOOL DISTRICT

adopted: May 10, 2012 Placerville, California

COUNTY OF EL DORADO

REGISTRAR OF VOTERS

Bill O'Neill



2850 Fairlane Court
PO Box 678001
Placerville CA 95667
www.edcgov.us/elections/
Phone: 530.621.7480 Fax: 530.626.5514
Linda Webster - Assistant Registrar of Voters

NOTICE

CANDIDATE FILING FOR THE NOVEMBER 3, 2020 ELECTION

Filing Period
JULY 13 – AUGUST 7, 2020

Available on the elections website
<http://www.edcgov.us/elections>

- Candidate Information Guide
- Self-Serve Calendar (45 min appointment)
- Nomination Documents
- Campaign Financing Form
- Candidate Filing Tutorial
- Campaign Financing Tutorial
- Sign Packet

PLEASE CONTACT THE ELECTIONS DEPARTMENT WITH QUESTIONS
530-621-7490
kim.smith@edcgov.us

AGENDA ITEM 8.0
Consent

President Script:

The following is the consent agenda. In accordance with law, the public has a right to comment on any consent item.

The items listed below are passed in one motion without discussion. Any item may be pulled from the Consent Agenda by the Board. (BB 9322)

- .1 Meeting Minutes (BB 9324)**
Regular Meeting of June 18, 2020
 The Board will take action to approve the Minutes.
- .2 Nonpublic, Nonsectarian School/Agency Services Master Contract: Growing Healthy Children 2020-21**
 The Board will approve the contract between Growing Healthy Children Therapy Services, Inc. and the Gold Trail Union School District for occupational and physical therapy services for the 2020-21 school year.
- .3 Warrants (BP 3314)**
 The Board will take action to approve the expenditures.

President Script:

Do any members of the audience wish to address or comment any of these items?

NOTES

<i>ACTION</i>		<i>Moved</i>		<i>Seconded</i>	
<input type="checkbox"/> <i>Approved as is</i>					
<input type="checkbox"/> <i>Not approved</i>					
<input type="checkbox"/> <i>Amended to read:</i>					
<i>Voted Aye</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>
<i>Voted Nay</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>
<i>Abstained</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>
<i>Absent</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>

8.1 Meeting Minutes (*Board Bylaw 9324*)
Regular Meeting of June 18, 2020 Board Meeting

BACKGROUND

Minutes of prior Board meetings are included for review and approval.

ATTACHMENTS

➤ **Regular Meeting Minutes of June 18, 2020 Board Meeting**

BUDGETED

☐ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will take action to approve the Minutes.

NOTES

If pulled from Consent

<i>ACTION</i>		<i>Moved</i>			<i>Seconded</i>	
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>						
<i>Voted Aye</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>	
<i>Voted Nay</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>	
<i>Abstained</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>	
<i>Absent</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>	

Gold Trail Union School District



District Office

1575 Old Ranch Road
Placerville, CA 95667
1.530.626.3194
Fax 1.530.626.3199
Scott Lyons
Superintendent

Board of Trustees

Julie Bauer
President
Janet Barbieri
Clerk
Sue Hennike
Micah Howser
Daryl Lander

Sutter's Mill School (K-3)

4801 Luneman Road
Placerville, CA 95667
1.530.626.2591
Fax 1.530.626.3199
Scott Lyons
Superintendent/Principal

Gold Trail School (4-8)

889 Cold Springs Road
Placerville, CA 95667
1.530.626.2595
Fax 1.530.626.3289
Boyd Holler
Principal

An Equal Opportunity
Employer

BOARD OF TRUSTEES

Regular and Closed Session Meeting

Thursday, June 18, 2020

Gold Trail School

OPEN AND CLOSED SESSION MINUTES

On March 12, 2020, as part of a larger effort to address the COVID-19 outbreak, Governor Gavin Newsom issued an executive order allowing state and local legislative bodies to hold meetings via conference calls without violating the Brown Act. The public is invited to dial in using your phone.

United States : +1 (408) 650-3113

Access Code: **413-144-677**

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Scott Lyons, at (530) 626-3194 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

6:00 P.M.

OPENING BUSINESS

1. CALL TO ORDER

The meeting was called to order in the Gold Trail School Library by J. Bauer, President at 6:00 p.m.

Members present: J. Bauer, J. Barbieri, S. Hennike, M. Howser, and D. Lander

2. PUBLIC SESSION

J. Bauer, President, led the flag salute.

3. ACTION ITEM: Adoption of Agenda

MOTION WAS MADE by J. Barbieri to pull Item #9 and discuss and not adopt, but move it to a Special Board Meeting in July to possibly adopt. MOTION WAS MADE by J. Barbieri and duly seconded by S. Hennike to discuss Item #9, and table any adoption of this new Policy until next July's Special Board Meeting. MOTION WAS MADE by J Barbieri and duly seconded by S. Hennike to adopt the rest of the agenda with no changes, and the vote was as follows:

AYES: Trustees, J. Bauer, J. Barbieri, S. Hennike, M. Howser, and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

4. OPEN HEARING

The Board president solicited comments in accordance with the Brown Act and Open Meeting laws. No one addressed the Board.

5. DISCUSSION ITEM: COVID-19 Update

The Board as well as the Superintendent, S. Lyons discussed what school opening in August could look like with the COVID-19 information we currently have.

6. RECOGNITION:

The Board recognized the following for their support of our graduation program at Gold Trail School: El Dorado County Fair, Sarah and Rusty Morris, Holli and Marcos Gomez, Andrea Hirsbrunner-Reist, Jeanette Phillips, Judy and Jeff Stein, Mindy and Mike Barsotti, Maya Alvarez, Barbara Duggar, Tulen Emery, Brenna McGowen, Hilary Mulligan, Katy Mulligan, Misti Davis, our 8th Grade Team, especially Ms. Koenig for the countless hours planning this event. We also want to thank Janae Grgich for the Slide Show.

7. CONSENT ITEM

The items listed below are passed in one motion without discussion. Any item may be pulled from the Consent Agenda by the Board. (BB 9322)

.1 Meeting Minutes (BB 9324)

Regular Meeting of June 11, 2020

The Board will take action to approve the Minutes.

.2 Agreement for Legal Services, Lozano Smith, Attorneys at Law

The Board will approve the agreement.

.3 Second Reading of Board Policies, Administrative Regulations and Board Bylaws

- BP/AR 0430, Comprehensive Local Plan for Special Education (BP/AR revised)
- BP/AR/E 1312.3, Uniform Complaint Procedures (AR revised)
- AR/E 1312.4, Williams Uniform Complaint Procedures (AR/E revised)
- BP/AR 1340, Access to District Records (BP/AR revised)
- AR 3231, Impact Aid (New)
- BP/E 4112.9/4212.9/4312.9, Employee Notifications (BP/E Revised)
- BP 4113/AR, Assignment (BP/AR Revised)
- BP/AR/E 4119.42/4219.42/4319.42, Exposure Control Plan for Bloodborne Pathogens (BP/AR/E Revised)
- BP/AR 4119.43/4219.43/4319.43 (BP/AR Revised)
- BP 4151/4251/4351, Employee Compensation (BP Revised)
- BP 5141.5, Mental Health (NEW)
- BP/AR 5145.3, Nondiscrimination. Harassment (BP/AR Revised)
- BP/AR 6020, Parent Involvement (BP/AR Revised)
- BP/AR 6115, Ceremonies and Observances (BP/AR Revised)
- AR 6173.4, Title VI Indian Education Programs (NEW)

The Board will take action to adopt the roster for first reading.

The Board will take action to approve the agreement.

.4 Warrants (BP 3314)

The Board will take action to approve the expenditures.

MOTION WAS MADE by S. Hennike and duly seconded by J. Bauer to adopt the consent items, and the vote was as follows:

AYES: Trustees, J. Bauer, J. Barbieri, S. Hennike, M. Howser, and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

8. ACTION ITEM: 2020-21 Budget

The Board will take action to adopt the District's 2020-21 Budget. (BP/AR 3100)

MOTION WAS MADE by S. Hennike and duly seconded by D. Lander to adopt the budget, and the vote was as follows:

AYES: Trustees, J. Bauer, J. Barbieri, S. Hennike, M. Howser, and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

9. ACTION ITEM: First reading of Board Policy BP 0470 – COVID-19 Mitigation

The Board will take action to move the adoption of the policies to a later date.

MOTION WAS MADE by S. Hennike, and duly seconded by D. Lander to move the adoption of the policy to a later date, and the vote was as follows:

AYES: Trustees, J. Bauer, J. Barbieri, S. Hennike, M. Howser, and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

10. ACTION ITEM: Superintendent's Employment Agreement: S. Lyons

The Board will take action to approve the Agreement.

MOTION WAS MADE by S. Hennike and duly seconded by D. Lander to adopt the Employment agreement, and the vote was as follows:

AYES: Trustees, J. Bauer, J. Barbieri, S. Hennike, M. Howser, and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

11. ACTION ITEM: 2020-21 Transportation Vehicle Maintenance Agreement with Buckeye Union School District

The Board will take action to approve the agreement.

MOTION WAS MADE by J. Bauer and duly seconded by D. Lander to approve the Maintenance agreement, and the vote was as follows:

AYES: Trustees, J. Bauer, J. Barbieri, S. Hennike, M. Howser, and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

12. CLOSED SESSION OPEN HEARING

No one addressed the Board

13. CLOSED SESSION

The Board convened to Closed Session at 6:45 p.m. Also present was S. Lyons, superintendent.

.1 PERSONNEL

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

14. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE

The Board reconvened Public Session at 7:30 p.m. The Board took no action.

15. FUTURE REGULAR MEETING SCHEDULE

Date: August 13, 2020 Time: 6:00 p.m. Location: Gold Trail School Library

Agenda Items for that meeting may include but are not limited to:

Board Policies Administrative Regulations and Board Bylaws Updates

Budget Adoption (Annual)

Local Control Accountability Plan (LCAP) Adoption (Annual)

Superintendent Contract (Annual)

Requests may be made at this time for items to be placed on a future agenda.

There being no further business to come before the Board,

MOTION WAS MADE by J. Bauer, and duly seconded by J. Barbieri to adjourn the meeting at 7:45 p.m., and the vote was as follows:

AYES: Trustees, J. Bauer, J. Barbieri, S. Hennike, M. Howser and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

J. Bauer, President

S. Lyons, Secretary

AGENDA ITEM Consent

8.2 Nonpublic, Nonsectarian School/Agency Services Master Contract: Growing Healthy Children 2020-21

BACKGROUND

The Board will approve the contract between Growing Healthy Children Therapy Services (GHC), Inc. and the Gold Trail Union School District for occupational and physical therapy services for the 2020-21 school year.

ATTACHMENTS

- **Contract for GHC 2020-21 School Year**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

All warrants are within the adopted budget and/or approved expenditures.

RECOMMENDATION

The Board will take action to approve the expenditures.

NOTES

If pulled from Consent

by public from consent

ACTION		Moved		Seconded	
<input type="checkbox"/> Approved as is					
<input type="checkbox"/> Not approved					
<input type="checkbox"/> Amended to read:					
Voted Aye	Bauer	Barbieri	Hennike	Howser	Lander
Voted Nay	Bauer	Barbieri	Hennike	Howser	Lander
Abstained	Bauer	Barbieri	Hennike	Howser	Lander
Absent	Bauer	Barbieri	Hennike	Howser	Lander

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2020-2021

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

GOLD TRAIL UNION SCHOOL DISTRICT

Contract Year 2020-2021

Nonpublic School

X

Nonpublic Agency

Type of Contract:

X

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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LOCAL EDUCATION AGENCY: Gold Trail Union School District**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: GROWING HEALTHY CHILDREN THERAPY SERVICES, INC.**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Agreement") is entered into on July 1, 2020, between **Gold Trail Union School District**, hereinafter referred to as the local educational agency ("LEA"), a member of the **El Dorado County SELPA** and **Growing Healthy Children Therapy Services, Inc.** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is

executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, an interim contract may be entered into as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d))

No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all

subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and

board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records"

shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant

to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting

from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with

transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services

pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s), unless otherwise agreed upon between LEA and CONTRACTOR.

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and

present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all

statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract, unless otherwise agreed upon between LEA and CONTRACTOR.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's

placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to

CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed

by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days

other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL/AGENCY CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS/NPA school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Growing Healthy Children Therapy Services, Inc.

Gold Trail Union School District

Nonpublic School/Agency

LEA Name

By:

Signature

Date

Sandy Chiea, Administrative Director

By:

Signature

Date

Scott Lyons, Superintendent

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Sandy Chiea, Administrative Director	Name and Title Scott Lyons, Superintendent
Nonpublic School/Agency/Related Service Provider Growing Healthy Children Therapy Services, Inc.	LEA Gold Trail Union School District
Address 3498 Green Valley Rd.	Address 1575 Old Ranch Road
City State Zip Rescue, CA 95672	City State Zip Placerville, CA 95667
Phone Fax (530) 391-8670 (888) 538-0573	Phone Fax 530-626-3194 530-626-3199
Email admin@ghcot.com	Email slyons@gtusd.org

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2020-2021 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: **Growing Healthy Children Therapy Services, Inc.**

The CONTRACTOR CDS NUMBER: **9900037**

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____
- 3) Related Services
Rates to Include: Treatment, Consultations, Evaluations, IEP Attendance and Report Writing

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$105</u>	<u>Per Hour</u>
<u>Adapted Physical Education (425)</u>	<u>\$105</u>	<u>Per Hour</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$105</u>	<u>Per Hour</u>
<u>Physical Therapy (460)</u>	<u>\$105</u>	<u>Per Hour</u>
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____

<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		

AGENDA ITEM Consent

8.3 Warrants (*Board Policy 3314*)

BACKGROUND

The warrants are included for Board review and approval.

ATTACHMENTS

➤ **Warrants**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

All warrants are within the adopted budget and/or approved expenditures.

RECOMMENDATION

The Board will take action to approve the expenditures.

NOTES

If pulled from Consent

by public from consent

ACTION		Moved			Seconded		
<input type="checkbox"/> Approved as is							
<input type="checkbox"/> Not approved							
<input type="checkbox"/> Amended to read:							
Voted Aye		Bauer	Barbieri	Hennike	Howser	Lander	
Voted Nay		Bauer	Barbieri	Hennike	Howser	Lander	
Abstained		Bauer	Barbieri	Hennike	Howser	Lander	
Absent		Bauer	Barbieri	Hennike	Howser	Lander	

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0033 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	DEPOSIT TYPE GOAL FUNC LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80676103	008233/	AMERICAN FIDELITY ASSURANCE											
		PV-200641		01	0000	0-9582	0000-0000-0000-0000-00-000				D172776	JUNE 2020	655.18
							WARRANT TOTAL						\$655.18
80676104	101772/	APRIL BRANDT											
		PV-200642		01	0000	0-4300	1110-1000-002-0300-46-000					CLASSROOM SUPPLIES	285.68
							WARRANT TOTAL						\$285.68
80676105	100788/	BUS WEST											
	205110	PO-200110	1.	01	0000	0-6500	0000-3600-000-0000-00-000				RA410005084:16	BUS CAMERA BAL	333.79
		PV-200643		01	0000	0-4300	0000-3600-000-0000-00-000				XA410020587:01	BUS REPAIR PART	73.37
							WARRANT TOTAL						\$407.16
80676106	101505/	SARAH CANFIELD											
		PV-200644		01	0000	0-4300	1110-1000-003-0300-77-000					CLASSROOM SUPPLIES	95.58
				01	7388	0-4300	1110-1000-003-0000-00-000					DISTANCE LEARNING SUPPLIES	33.65
							WARRANT TOTAL						\$129.23
80676107	102111/	LACEY DEVLIN											
		PV-200645		01	0000	0-9598	0000-0000-000-0000-00-000					REPLACE UNCASHED PAYCHECKS	15.94
							WARRANT TOTAL						\$15.94
80676108	000126/	EL DORADO COUNTY OFFICE											
		PV-200646		01	0000	0-5809	0000-7700-000-1210-00-000				200898	NTWRK SPRT SVC MAY	96.75
				01	7311	0-5200	1110-1000-003-0000-00-000				200782	SCIENCE FRMWRK TRAINING	150.00
							WARRANT TOTAL						\$246.75
80676109	004556/	FRANCIS DISTRIBUTING INC											
		PV-200647		13	5310	0-4700	0000-3700-000-0800-00-000				0703GT	MILK	139.63
				13	5310	0-4700	0000-3700-000-0800-00-000				0703SM	MILK	25.46
							WARRANT TOTAL						\$165.09
80676110	101708/	GROWING HEALTHY CHILDREN											
		PV-200648		01	6500	0-5806	5770-1120-000-0000-00-000				GTUSD_2004	OT/PT MAY 2020	1,050.00
				01	6500	0-5806	5770-1120-000-0000-00-000				GTUSD_2004	COVID19 MAY 2020	52.50

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0033 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
WARRANT TOTAL						\$1,102.50
80676111	101899/	TRACY HANKS				
		PV-200649	01-0000-0-4300-5770-1120-003-0300-53-000	CLASSROOM SUPPLIES		143.45
			01-6500-0-4300-5770-1120-000-0000-00-000	CLASSROOM SUPPLIES		112.16
			WARRANT TOTAL			\$255.61
80676112	100904/	HILLYARD/SACRAMENTO				
	205106	PO-200106	1. 01-0000-0-4300-0000-8100-000-0000-00-000	603899555 CUSTODIAL		708.42
	205106		1. 01-0000-0-4300-0000-8100-000-0000-00-000	603893631 CUSTODIAL		163.48
			WARRANT TOTAL			\$871.90
80676113	082690/	DEBBI MATYAC				
		PV-200650	01-0000-0-4300-1110-1000-002-0200-00-000	KINDER UNBIRTHDAY PARTY		319.76
			01-0000-0-4300-1110-1000-002-0300-45-000	AYRE CLASSROOM SUPPLIES		62.94
			01-0000-0-4300-1110-1000-002-0300-47-000	MATYAC CLASSROOM SUPPLIES		606.30
			WARRANT TOTAL			\$989.00
80676114	100834/	MARGARET MOORE				
		PV-200651	01-7388-0-4300-0000-3140-000-0000-00-000	HAND SANITIZER		42.00
			WARRANT TOTAL			\$42.00
80676115	003269/	SANDI MORGAN				
		PV-200652	01-0000-0-4300-1110-1000-003-0104-00-000	4TH GR PETALUMA FT SUPPLIES		478.86
			WARRANT TOTAL			\$478.86
80676116	009356/	OFFICE DEPOT				
		PO-203108	1. 01-0000-0-4300-0000-3600-000-0000-00-000	485008391001 TRANSP SUPPLIES		62.55
		PO-203110	1. 01-1100-0-4300-1110-1000-002-0000-00-000	488707545001 SM PAPER		44.37
		PO-203113	1. 01-0000-0-4300-0000-2700-002-0000-00-000	492316345001 SM OFC SUPPLIES		125.65
		PO-203116	1. 01-0000-0-4300-0000-2700-002-0000-00-000	489363400001 SM OFC SUPPLIES		6.27
			1. 01-0000-0-4300-0000-2700-002-0000-00-000	496716491001 SM OFC SUPPLIES		36.07
		PO-203117	1. 01-0000-0-4300-0000-7200-000-0000-00-000	496791435001 D O OFC SUPPLIES		65.63

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0033 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	DEPOSIT TYPE GOAL FUNC LC1 LOC2 L3 SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
		PO-203118	1.	01-0000-0-4300-0000-2700-003-0000-00-000					502630350001 GT OFC SUPPLIES	37.78
			1.	01-0000-0-4300-0000-2700-003-0000-00-000					502631390001 GT OFC SUPPLIES	73.60
									WARRANT TOTAL	\$451.92
80676117	101971/	OTICON INC								
	205104	PO-200104	1.	01-6500-0-4400-5770-1120-000-0000-00-000					7534103 R12G2 RECEIVER WK	558.17
									WARRANT TOTAL	\$558.17
80676118	000534/	THE PAINT SPOT INC								
		PV-200653		01-0000-0-4300-0000-8100-003-0000-00-000					156962 REPAINT GT	629.19
				01-0000-0-4300-0000-8100-003-0000-00-000					157364 REPAINT GT	220.40
				01-0000-0-4300-0000-8100-003-0000-00-000					157452 REPAINT GT	194.39
				01-0000-0-4300-0000-8100-003-0000-00-000					157453 REPAINT GT	242.60
				01-0000-0-4300-0000-8100-003-0000-00-000					157486 REPAINT GT	169.25
									WARRANT TOTAL	\$1,455.83
80676119	101709/	REBECCA POULSEN								
		PV-200654		01-0000-0-4300-1110-1000-003-0300-63-000					CLASSROOM SUPPLIES	435.18
									WARRANT TOTAL	\$435.18
80676120	101222/	PREMIER CARPETS								
	205126	PO-200126	1.	01-0000-0-5800-0000-8100-003-0000-00-000					GT CARPET CLEANING 1/2	2,000.00
									WARRANT TOTAL	\$2,000.00
80676121	000895/	SCHOOL SERVICES OF CALIFORNIA								
	205010	PO-200010	1.	01-0000-0-5800-0000-7200-000-0000-00-000					0125267-IN BDGT SVCS JUN	92.00
									WARRANT TOTAL	\$92.00
80676122	101412/	TCG ADMINISTRATORS								
		PV-200655		01-0000-0-5800-0000-7200-000-0000-00-000					164086 MARCH 2020	24.00
				01-0000-0-5800-0000-7200-000-0000-00-000					164087 APRIL 2020	24.00
									WARRANT TOTAL	\$48.00
80676123	100981/	VERIZON WIRELESS								
		PV-200656		01-0000-0-5901-0000-2700-002-1210-00-000					9855560050 SM	48.44

APY250 L.00.06

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/18/2020

06/18/20 PAGE 4

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0033 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION			
		01-0000-0-5901-0000-3140-000-1210-00-000	9855560050 NURSE			96.88
		01-0000-0-5901-0000-8100-000-1210-00-000	9855560050 MAINT			48.44
		WARRANT TOTAL				\$193.76
80676124	002823/	WAYNE'S LOCKSMITH INC				
	PV-200657	01-0000-0-4300-0000-8100-000-0000-00-000	I3819 SM/GT MASTERS/PADLOCKS			22.73
		WARRANT TOTAL				\$22.73
80676125	023212/	WEX BANK				
	PV-200658	01-0000-0-4370-0000-3600-000-0000-00-000	65849459 TRANSPORTATION FUEL			54.94
		WARRANT TOTAL				\$54.94
***	BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	23	TOTAL AMOUNT OF CHECKS:		\$10,957.43*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*
		TOTAL PAYMENTS:	23	TOTAL AMOUNT:		\$10,957.43*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	23	TOTAL AMOUNT OF CHECKS:		\$10,957.43*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*
		TOTAL PAYMENTS:	23	TOTAL AMOUNT:		\$10,957.43*

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0001 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
80677562	003740/	ACSA				
	215010	PO-210010	1. 01-0000-0-5300-0000-7100-000-0000-00-000	LYONS ACSA DUES 2020/2021		1,304.48
			WARRANT TOTAL			\$1,304.48
80677563	000060/	CSBA - CA SCHOOL BOARDS ASSOC				
	215013	PO-210013	1. 01-0000-0-5800-0000-7100-000-0000-00-000	52208-D4V6S6 GAMUT POLICY PLUS		2,080.00
	215013		2. 01-0000-0-5875-0000-7100-000-0000-00-000	52208-D4V6S6 GAMUT MEMBERSHIP		1,715.00
	215014	PO-210014	1. 01-0000-0-5300-0000-7100-000-0000-00-000	5120-W1F6V1 CSBA/ELA MEMBERSHP		6,219.00
			WARRANT TOTAL			\$10,014.00
80677564	101604/	E3 HCI AUDIOMETRICS				
	PO-200118		1. 01-0000-0-5600-0000-3140-000-0000-00-000	1369105 CALIBRATE AUDIOMETER		85.00
			WARRANT TOTAL			\$85.00
80677565	000761/	FOLLETT SCHOOL SOLUTIONS INC				
	PO-200114		1. 01-0600-0-4200-0000-2420-003-1205-07-000	694726 GT LOST LIBRARY BOOKS		1,111.76
			1. 01-0600-0-4200-0000-2420-003-1205-07-000	694726A GT LIBRARY BOOKS		217.00
	PO-200127		1. 01-0600-0-4200-0000-2420-002-1205-07-000	711184F SM LIBRARY BOOKS		57.58
			WARRANT TOTAL			\$1,386.34
80677566	079952/	GOLD STAR FOODS				
	PV-210001		13-5310-0-4700-0000-3700-000-0800-00-000	3370121 STORAGE FEE		40.00
			WARRANT TOTAL			\$40.00
80677567	101943/	IES INC				
	215017	PO-210017	1. 01-0000-0-5875-0000-2700-000-1210-00-000	184512 WEB HOSTING 2020/2021		750.00
			WARRANT TOTAL			\$750.00
80677568	101222/	PREMIER CARPETS				
	215009	PO-210009	1. 01-0000-0-5800-0000-8100-002-0000-00-000	SM CARPET CLEANING		2,000.00
			WARRANT TOTAL			\$2,000.00
80677569	000895/	SCHOOL SERVICES OF CALIFORNIA				
	215019	PO-210019	1. 01-0000-0-5800-0000-7200-000-0000-00-000	0125591-IN JUL BDGT SVCS		100.00
			WARRANT TOTAL			\$100.00

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0001 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	DEPOSIT TYPE GOAL FUNC LC1 LOC2 L3 SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80677570	101128/	SCHOOLS INSURANCE AUTHORITY								
		PV-210003				01-0000-0-9587-0000-0000-0000-00-000			EMP VISION - JUL 2020	1,404.54
						01-0000-0-9587-0000-0000-0000-00-000			RET VISION - JUL 2020	605.88
						WARRANT TOTAL				\$2,010.42
80677571	101209/	SELF-INSURED SCHOOLS OF CALIF								
		PV-210004				01-0000-0-9570-0000-0000-0000-00-000			EMP MED JUL 2020	56,448.00
						01-0000-0-9570-0000-0000-0000-00-000			RET MED JUL 2020	5,651.00
						01-0000-0-9586-0000-0000-0000-00-000			EMP DENTAL JUL 2020	5,405.00
						01-0000-0-9586-0000-0000-0000-00-000			RET DENTAL JUL 2020	2,493.00
						WARRANT TOTAL				\$69,997.00
80677572	100751/	SIGNATURE WIRELESS GROUP								
		215020 PO-210020	1.			01-0000-0-5800-0000-3600-0000-00-000			31236 SMR RPTR SVC JUL 2020	267.28
						WARRANT TOTAL				\$267.28
80677573	101831/	SUPPORT WAREHOUSE								
		PO-200131	1.			01-0000-0-5800-0000-7700-0000-1210-00-000			S4-0010000012801E SRVR SPRT	823.00
						WARRANT TOTAL				\$823.00
80677574	100090/	WELLS FARGO VENDOR FIN SERV								
		215025 PO-210025	1.			01-0000-0-7439-0000-9100-0000-1210-00-000			5010749200 D O COPIER LEASE	224.95
		215025	2.			01-0000-0-7439-0000-9100-0002-1210-00-000			5010749200 SM COPIER LEASE	124.25
		215025	3.			01-1100-0-5600-1110-1000-0002-1210-00-000			5010749200 SM COPIER USE	698.67
		PV-210002				01-1100-0-5600-1110-1000-0002-1210-00-000			5010749200 FEES	48.67
						WARRANT TOTAL				\$1,096.54
***	BATCH TOTALS ***					TOTAL NUMBER OF CHECKS:	13		TOTAL AMOUNT OF CHECKS:	\$89,874.06*
						TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:	\$.00*
						TOTAL EFT GENERATED:	0		TOTAL AMOUNT OF EFT:	\$.00*
						TOTAL PAYMENTS:	13		TOTAL AMOUNT:	\$89,874.06*
***	DISTRICT TOTALS ***					TOTAL NUMBER OF CHECKS:	13		TOTAL AMOUNT OF CHECKS:	\$89,874.06*
						TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:	\$.00*
						TOTAL EFT GENERATED:	0		TOTAL AMOUNT OF EFT:	\$.00*
						TOTAL PAYMENTS:	13		TOTAL AMOUNT:	\$89,874.06*

APY250 L.00.06

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/30/2020

07/06/20 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0035 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION			
80677281	100788/	BUS WEST				
		PV-200667	01-0000-0-4300-0000-3600-000-0000-00-000	XA410021088:01	BUS 18 PARTS	37.89
			WARRANT TOTAL			\$37.89
80677282	101472/	CHRISTY WHITE ASSOCIATES				
		PV-200668	01-0000-0-5824-0000-7100-000-0000-00-000	19/20	AUDIT 2ND PROGRESS BILL	2,160.00
			WARRANT TOTAL			\$2,160.00
80677283	101618/	DE LAGE LANDEN				
	205002	PO-200002	1. 01-1100-0-5600-1110-1000-003-1210-00-000	68454590	GT COPIER LEASE	157.66
			WARRANT TOTAL			\$157.66
80677284	009356/	OFFICE DEPOT				
		PO-203119	1. 01-0000-0-4300-0000-7200-000-0000-00-000	505408934001	D O SUPPLIES	112.74
			WARRANT TOTAL			\$112.74
80677285	000232/	PACIFIC GAS & ELECTRIC COMPANY				
		PV-200669	01-0000-0-5540-0000-8100-000-0000-00-000	0991367996-6	EXT DAY	229.98
			01-0000-0-5540-0000-8100-002-0000-00-000	0991367996-6	SM	3,625.15
			01-0000-0-5540-0000-8100-003-0000-00-000	0991367996-6	GT	3,733.53
			WARRANT TOTAL			\$7,588.66
80677286	081131/	PITNEY BOWES				
		PV-200670	01-0000-0-5902-0000-2700-000-0000-00-000	18005942	REFILL POSTAGE METER	600.00
			WARRANT TOTAL			\$600.00
80677287	101027/	MICHELE WAGSTROM				
		PV-200671	01-0000-0-5210-0000-7200-000-0000-00-000		MILEAGE JUNE 2020	55.20
			WARRANT TOTAL			\$55.20
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	7	TOTAL AMOUNT OF CHECKS:	\$10,712.15*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	7	TOTAL AMOUNT:	\$10,712.15*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	7	TOTAL AMOUNT OF CHECKS:	\$10,712.15*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	7	TOTAL AMOUNT:	\$10,712.15*

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0034 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
80677008	100912/	BANK OF AMERICA				
	PV-200659		01-0000-0-4300-0000-7100-000-0000-00-000	BOARD SUPPLIES		34.15
			01-0000-0-4300-0000-7100-000-0000-00-000	EMPLOYEE RECOGNITION		100.00
			01-0000-0-4300-0000-7200-000-0000-00-000	B OF A FEES		1.31
			01-0000-0-4300-0000-7200-000-0000-00-000	MANAGEMENT MEETING SUPPLIES		56.45
			01-0000-0-4300-0000-8100-002-0000-00-000	SM MAINTENANCE SUPPLIES		109.27
			01-0000-0-4300-0000-8100-003-0000-00-000	GT MAINTENANCE SUPPLIES		265.69
			01-0000-0-4300-1110-1000-000-0000-00-000	VISA REIMBURSEMENT		103.55
			01-0000-0-4300-1110-1000-002-0200-00-000	TK/KINDER UNBIRTHDAY SUPPLIES		161.02
			01-0000-0-4300-1110-1000-002-0300-57-000	ZORN CLASSROOM SUPPLIES		34.00
			01-0000-0-4370-0000-8100-000-0000-00-000	MAINTENANCE FUEL		282.66
			01-1100-0-4300-1110-1000-002-0000-00-000	KINDER SUMMER CURRICULUM		31.75
			01-1100-0-4300-1110-1000-003-0000-00-000	RENEW GT SUBSCRIPTION		29.99
			01-7388-0-4300-0000-3140-000-0000-00-000	SM PPE SUPPLIES		271.87
			01-7388-0-4300-0000-3140-000-0000-00-000	NO-TOUCH THERMOMETERS		149.62
			01-7388-0-4300-1110-1000-002-0000-00-000	SWANEY INK NOT DELIVERED		88.35-
			13-5310-0-4300-0000-3700-000-0000-00-000	GT REFRIGERATOR RACKS		394.80
			WARRANT TOTAL			\$1,937.78
80677009	000429/	EL DORADO COUNTY SHERIFF				
	PV-200660		01-0000-0-5800-0000-8100-002-0000-00-000	12457-46592 RENEW SM ALRM PRMT		25.00
			WARRANT TOTAL			\$25.00
80677010	000761/	FOLLETT SCHOOL SOLUTIONS INC				
	205115	PO-200115	1. 01-0600-0-4200-0000-2420-002-1205-07-000	694733F SM LOST LIBRARY BOOKS		71.70
			WARRANT TOTAL			\$71.70
80677011	101501/	GOLD HILL GLASS				
	205121	PO-200121	1. 01-0000-0-6500-0000-8100-003-0000-00-000	12313 GT WINJE WING WINDOWS		3,167.89

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0034 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
WARRANT TOTAL						\$3,167.89
80677012	100356/	GOLD TRAIL FEDERATION OF				
		PV-200666	01-0000-0-9573-0000-0000-000-00-000	AFT DUES JUNE 2020		277.50
			WARRANT TOTAL			\$277.50
80677013	013628/	GOLD TRAIL SCH DIST*REVOLVING				
		RC-200002	01-0000-0-4300-0000-2700-003-0000-00-000			14.60
			WARRANT TOTAL			\$14.60
80677014	102112/	RYAN MCCLARA				
		PV-200661	01-0000-0-5800-0000-2700-003-0000-00-000	200605 8TH GR GRADUATION VIDEO		794.69
			WARRANT TOTAL			\$794.69
80677015	000232/	PACIFIC GAS & ELECTRIC COMPANY				
		PV-200662	01-0000-0-5540-0000-8100-003-0000-00-000	1274317581-7 GT STREET LIGHTS		23.60
			WARRANT TOTAL			\$23.60
80677016	000257/	PITNEY BOWES INC				
		PV-200663	01-0000-0-5902-0000-2700-000-0000-00-000	1015853927 PSTG MTR SUPPLIES		138.55
			WARRANT TOTAL			\$138.55
80677017	101222/	PREMIER CARPETS				
	205126	PO-200126	1. 01-0000-0-5800-0000-8100-003-0000-00-000	GT SCHOOL CARPET CLEANING		2,000.00
			WARRANT TOTAL			\$2,000.00
80677018	101914/	SACRAMENTO REFRIGERATION INC				
	205072	PO-200072	1. 13-5310-0-5600-0000-3700-000-0000-00-000	15457 SM PLANNED MAINTENANCE		325.00
	205072		1. 13-5310-0-5600-0000-3700-000-0000-00-000	1335 GT PLANNED MAINTENANCE		295.00
	205128	PO-200128	1. 13-5310-0-5600-0000-3700-000-0000-00-000	15449 GT FREEZER REPAIRS		861.62
			WARRANT TOTAL			\$1,481.62
80677019	100129/	SCHOOL SPECIALTY INC				
		PO-203111	1. 01-0000-0-4300-1110-1000-002-0300-90-000	208125271157 K/5 P E EQUIP		246.42
			WARRANT TOTAL			\$246.42
80677020	101830/	TPX COMMUNICATIONS				
		PV-200664	01-0000-0-5901-0000-7200-000-1210-00-000	131293690-0 PHONE		1,138.32

APY250 L.00.06

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/29/2020

06/29/20 PAGE 3

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0034 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION			
		01-0000-0-5901-0000-7700-000-1210-00-000	131293690-0 FIBER			1,516.50
		WARRANT TOTAL				\$2,654.82
80677021	002823/	WAYNE'S LOCKSMITH INC				
	PV-200665	01-0000-0-4300-0000-8100-003-0000-00-000	13929 REPLC LOCK GT GYM RSTRM			283.25
		WARRANT TOTAL				\$283.25
***	BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	14	TOTAL AMOUNT OF CHECKS:		\$13,117.42*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*
		TOTAL PAYMENTS:	14	TOTAL AMOUNT:		\$13,117.42*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	14	TOTAL AMOUNT OF CHECKS:		\$13,117.42*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$.00*
		TOTAL PAYMENTS:	14	TOTAL AMOUNT:		\$13,117.42*

AGENDA ITEM 9

**ACTION: Resolution 2019-20:05-01 Corrected School Facility Fees:
 Adoption of School Facilities Fees**

BACKGROUND

In compliance with Government Codes 65995, the recent Justification Study along with its corresponding Resolution is brought forward for Board review, acceptance and adoption.

ATTACHMENTS

- **Resolution 2019-20:05-01 Corrected School Facility Fees: Adoption of School Facilities Fees**

BUDGETED

☐ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

After taking into consideration any public comment, the Board will take action to adopt the Resolution.

NOTES

<i>ACTION</i>		<i>Moved</i>			<i>Seconded</i>	
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>						
<i>Voted Aye</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>	
<i>Voted Nay</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>	
<i>Abstained</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>	
<i>Absent</i>	<i>Bauer</i>	<i>Barbieri</i>	<i>Hennike</i>	<i>Howser</i>	<i>Lander</i>	

Gold Trail Union School District
Resolution # 2019-2020:05-01 corrected
Adoption of School Facility Fees

WHEREAS, Education Code Section 17620 and Government Code Section 65995 authorizes school districts to impose certain fees for school facilities;

WHEREAS, pursuant to Government Code Section 65995(b)(3) the State Allocation Board has established a statutory maximum fee of \$4.08 per square foot for residential development and \$0.66 per square foot for commercial/industrial development;

WHEREAS, this Board has conducted a public hearing concerning the appropriateness of the fees on residential and commercial/industrial development in the above amounts at a duly noticed public meeting, during which this Board received and considered evidence on these issues, including information and reports analyzing the capital facilities needs of the District and the revenue sources available. Said information and reports indicate that the District facilities require modernization and/or reconstruction and the cost of completing such projects on facilities has not been met.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The District's fee on residential development projects is hereby established at \$3.36 per square foot and the fee on commercial/industrial development and senior citizen restricted housing projects is hereby established at \$0.54 per square foot;
2. The imposition of the fees on residential and commercial/industrial development projects shall take effect on August 17, 2020, sixty (60) days from the adoption of this Resolution.
3. This Board finds:
 - a. The purpose of the fees, no increase imposed, in this resolution is to fund the construction or reconstruction of school facilities;
 - b. These fees will be used to fund the construction or reconstruction of school facilities needed to modernize and/or reduce overcrowding, as applicable, within the District and impairs the normal functioning of its educational programs. Said fees will not be used for regular maintenance and routine repair, asbestos work other than incidental to regular construction and reconstruction, and deferred maintenance as described in Education Code Section 17582;

- c. The amount of fees to be paid pursuant to this Resolution bears a reasonable relationship and is limited to the needs of the community for adequate school facilities; and
 - d. The amount of fees to be paid pursuant to this Resolution does not exceed the estimated reasonable costs of providing for the construction or reconstruction of school facilities necessitated by the development projects from which the fees are to be collected.
 - e. These fees will be collected for school facilities for which an account has been established, funds appropriated, and for which the District has adopted a proposed construction plan and will reimburse the District for expenditures previously made. Therefore, they are to be collected at the time building permits are issued for projects to which the fee applies.
4. The Superintendent is directed to mail a copy of this Resolution and all supporting documents to the (Office of Statewide Health Planning & Development, Planning Department(s); Building Department(s); City Offices; County Offices; etc.). Notifying them of fees and requesting that said agencies issue no building permit for any development absent certification from the District that the above fees have been paid.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Gold Trail Union School District held in Gold Trail School Library, California this 16th day of July by the following vote:

AYES _____

NOES _____

ABSENT _____

President, Board of Trustees

AGENDA ITEM: Closed Session
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10. CLOSED SESSION OPEN HEARING

Members of the public may take this opportunity to comment on Closed Session agenda items.

11. CLOSED SESSION

The Board will adjourn to Closed Session pursuant to Government Code 54957. Closed Session attendants: Board Members, superintendent interviewees.

NOTES

The Brown Act and Education Code delineate the circumstances under which a legislative body of a local agency may meet in closed session and limits legislative bodies to the types of closed sessions identified under Government Code 54962. The Brown Act and Education Code authorize closed sessions for the following:

- 1. Real Property Transactions*
- 2. Pending litigation*
- 3. Joint Powers Agency ("JPA") issues*
- 4. Public security*
- 5. Personnel exception*
- 6. Collective Bargaining*
- 7. Student Discipline*
- 8. Assessment Instruments*

AGENDA ITEM 12.0

Reconvene Public Session and Closed Session Disclosure

If Vote Taken in Closed Session

ACTION	<i>Moved</i>	<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Bauer Barbieri Hennike Howser Lander</i>	
<i>Voted Nay</i>	<i>Bauer Barbieri Hennike Howser Lander</i>	
<i>Abstained</i>	<i>Bauer Barbieri Hennike Howser Lander</i>	
<i>Absent</i>	<i>Bauer Barbieri Hennike Howser Lander</i>	

AGENDA ITEM 12.0

Future Meetings

Date: Thursday, March 12, 2020 Time: 6:00 p.m. Location: Gold Trail School Library

Agenda Items for that meeting may include but are not limited to:

Board Policies, Administrative Regulations and Board Bylaws Updates (Monthly)

BP 6145, Extra-curricular and Co-curricular Activities, (Annual Review)

English Learner Program Evaluation (Annual)

Facilities and Maintenance Report (Annual)

Local Control Accountability Plan (LCAP) Update

Physical Fitness Test District and School Summary (Annual)

Reduction of Certificated Employees, If Applicable

Second Period Interim Financial Report (Annual)

School Site Council Plans and Budgets (Annual)

Requests may be made at this time for items to be placed on a future agenda.

AGENDA ITEM:

Adjournment

ACTION	<i>Moved</i>	<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Voted Aye</i>	<i>Bauer Barbieri Hennike Howser Lander</i>	
<i>Voted Nay</i>	<i>Bauer Barbieri Hennike Howser Lander</i>	
<i>Abstained</i>	<i>Bauer Barbieri Hennike Howser Lander</i>	
<i>Absent</i>	<i>Bauer Barbieri Hennike Howser Lander</i>	